

## COMBINED DECLARATION AND POWER OF ATTORNEY FOR UTILITY PATENT APPLICATION

As a below named OGILVY, Ian Charles, I hereby declare:

that my residence; post office address and citizenship are as stated below next to my name;

that I verily believe that I am the original, first and sole inventor (if only one name is listed below) or a joint inventor (if plural inventors are named below) of the invention which is the subject of an application entitled: IMPROVED APPARATUS FOR REMOTE PAYMENT TRANSACTION; said invention being described and claimed [ ] in the attached specification [X] in the specification of application Serial No. 10/585,133 filed January 12, 2002; that I have reviewed and understand the content of said specification including the claims; that I do not know and do not believe the said invention was ever known or used in the United States before my or our invention thereof, or patented or described in any printed publication in any country before my or our invention thereof or more than one year prior to said application; that said invention was not in public use or on sale in the United States more than one year prior to said application; that said invention has not been patented or made the subject of an inventor's certificate issued before the date of said application in any country foreign to the United States on an application filed by me or my legal representatives or assigns more than twelve months prior to said application; that I acknowledge my duty to disclose information of which I am aware which is material to patentability as defined in 37 CFR 1.56; and that no application for patent or inventor's certificate on this invention has been filed in any country foreign to the United States prior to said application by me or my legal representatives or assigns, except as follows:

COUNTRY/INTERNATIONAL:	APPLICATION NUMBER	DATE OF FILING (day, month, year)	PRIORITY CLAIMED UNDER 35 U.S.C. 119/36
WIPO	PCT/AU00/00833	07/12/2000	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
AU	PQ 5265	07/12/1999	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>

I hereby claim the benefit under 35 U.S.C. § 119(e) of any United States provisional application listed below:

I hereby appoint Donald R. McPhail, Reg. No. 35,811 to prosecute said application and to transact all business in the Patent and Trademark Office connected therewith and to file, prosecute and transact all business in connection with international applications directed to said invention:

Address all correspondence to: Duane Morris LLP  
1667 K Street, N.W., Suite 700  
Washington, DC 20006

Direct all telephone calls to (202) 776-7800

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

ian Charles Ogilvy	X	
FULL NAME OF INVENTOR	SIGNATURE	DATE

Coffs Harbour, New South Wales, Australia	
RESIDENCE	CITIZENSHIP
	Australian

POST OFFICE ADDRESS

## COMBINED DECLARATION AND POWER OF ATTORNEY FOR UTILITY PATENT APPLICATION

As a below named Sweet, Donald E., I hereby declare:

that my residence, post office address and citizenship are as stated below next to my name;  
 that I verily believe that I am the original, first and sole inventor (if only one name is listed below) or a joint inventor (if plural inventors are named below) of the invention which is the subject of an application entitled: IMPROVED APPARATUS FOR REMOTE PAYMENT TRANSACTION; said invention being described and claimed [ ] in the attached specification [] in the specification of application Serial No. 10/585,133 filed January 12, 2002; that I have reviewed and understand the content of said specification including the claims; that I do not know and do not believe the said invention was ever known or used in the United States before my or our invention thereof, or patented or described in any printed publication in any country before my or our invention thereof or more than one year prior to said application; that said invention was not in public use or on sale in the United States more than one year prior to said application; that said invention has not been patented or made the subject of an inventor's certificate issued before the date of said application in any country foreign to the United States on an application filed by me or my legal representatives or assigns more than twelve months prior to said application; that I acknowledge my duty to disclose information of which I am aware which is material to patentability as defined in 37 CFR 1.56; and that no application for patent or inventor's certificate on this invention has been filed in any country foreign to the United States prior to said application by me or my legal representatives or assigns, except as follows:

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Donald E. Sweet, President, CardSoft, Inc.  
FULL NAME OF INVENTOR

x *Donald E. Sweet*  
SIGNATURE

4/18/07  
DATE

Suite 104, One Water Park Drive, San Mateo, CA 94403  
RESIDENCE

US

CITIZENSHIP

Same as Above  
POST OFFICE ADDRESS

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FTO/SB/86 (04-07)

Approved for use through 08/30/2007. OMB 0651-0031  
U.S. Patent and Trademark Office; U.S. DEPARTMENT OF COMMERCE

Under the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number.

**STATEMENT UNDER 37 CFR 3.73(b)**Applicant/Patent Owner: CardSoft, Inc.Application No./Patent No.: 10/585,133 Filed/Issue Date: January 12, 2002

Entitled: Improved Apparatus for Remote Payment Transactions

CardSoft, Inc. a Corporation  
 (Name of Assignee) (Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that it is:

1.  the assignee of the entire right, title, and interest; or
2.  an assignee of less than the entire right, title and interest  
 (The extent (by percentage) of its ownership interest is \_\_\_\_\_ %)

in the patent application/patent identified above by virtue of either:

A.  An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel 011006, Frame 0237, or for which a copy thereof is attached.

OR

B.  A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as follows:

1. From: Ian Charles Ogilvy To: CardSoft International PTY Limited  
 The document was recorded in the United States Patent and Trademark Office at Reel 011006, Frame 0237, or for which a copy thereof is attached.
2. From: CardSoft International PTY Limited To: CardSoft, Inc.  
 The document was recorded in the United States Patent and Trademark Office at Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.
3. From: \_\_\_\_\_ To: \_\_\_\_\_  
 The document was recorded in the United States Patent and Trademark Office at Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

Additional documents in the chain of title are listed on a supplemental sheet.

As required by 37 CFR 3.73(b)(1)(i), the documentary evidence of the chain of title from the original owner to the assignee was, or concurrently is being, submitted for recordation pursuant to 37 CFR 3.11.

[NOTE: A separate copy (i.e., a true copy of the original assignment document(s)) must be submitted to Assignment Division in accordance with 37 CFR Part 3, to record the assignment in the records of the USPTO. See MPEP 302.08]

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

Signature

Donald E. Sweet

Printed or Typed Name

President, CardSoft, Inc.

Title

Date

Telephone Number

This collection of information is required by 37 CFR 3.73(b). The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to take 12 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

If you need assistance in completing the form, call 1-800-PTO-9199 and select option 2.



UNITED STATES DEPARTMENT OF COMMERCE  
**Patent and Trademark Office**  
 ASSISTANT SECRETARY AND COMMISSIONER  
 OF PATENTS AND TRADEMARKS  
 Washington, D.C. 20231

OCTOBER 06, 2000

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PTAS

LADAS & PARRY  
 THOMAS F. PETERSON  
 224 SOUTH MICHIGAN AVENUE  
 CHICAGO, IL 60604



\*101440013A\*

(9/6/2003)

UNITED STATES PATENT AND TRADEMARK OFFICE  
 NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 07/24/2000

REEL/FRAME: 011006/0237  
NUMBER OF PAGES: 9

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

## ASSIGNOR:

OGILVY, IAN CHARLES

DOC DATE: 12/20/1999

## ASSIGNEE:

CARDOFT INTERNATIONAL PTY LIMITED  
SUITE 306, 39 EAST ESPLANADE  
MANLY NSW, AUSTRALIA 2095

SERIAL NUMBER: 09297991

FILING DATE: 07/22/1999

PATENT NUMBER:

ISSUE DATE:

SERIAL NUMBER: 09381143

FILING DATE: 10/22/1999

PATENT NUMBER:

ISSUE DATE:

STEVEN POST, EXAMINER  
 ASSIGNMENT DIVISION  
 OFFICE OF PUBLIC RECORDS

We, GRIFFITH HACK, Patent Attorneys, of 168 Walker Street, North Sydney, in the State of New South Wales 2060, Australia, hereby certify that this is a true and correct copy of the original Deed of Assignment dated 20 December 1999 between IAN CHARLES OGILVY and CARDSOFT INTERNATIONAL PTY LTD.

DATED: 4 July 2000



IAN CHARLES OGILVY

CARDSOFT INTERNATIONAL PTY LIMITED

---

**DEED OF ASSIGNMENT**

---



**GRIFFITH HACK**  
LAWYERS

Sydney Office  
168 Walker Street North Sydney  
NSW 2060 Australia  
GPO Box 4164 Sydney  
NSW 2001 Australia  
Telephone +61 2 9957 5944  
Facsimile +61 2 9957 6288  
ghsyd@griffithhack.com.au

THIS DEED is made on 20th day of December 1999.

BETWEEN: IAN CHARLES OGILVY of Level 3, 39 East Esplanade, Manly, NSW 2095  
("Ogilvy")

AND: CARDSOFT INTERNATIONAL PTY LIMITED, ACN 075 945 265 of Suite  
306, 39 East Esplanade MANLY NSW 2095 ("CIPL")

---

## BACKGROUND

- A. Ogilvy has applied for the grant of Letters Patent for the inventions which are the subject of the applications in Schedule 1.
  - B. Ogilvy has agreed with CIPL to assign to CIPL all right, title and interest in the Patents including all associated Intellectual Property Rights.
- 

## IT IS AGREED

### 1 INTERPRETATION

#### 1.1 Definitions

In this Agreement and unless the context requires otherwise, the following terms and their derivatives have the meanings set out below.

Term	Meaning
"Deed"	This document together with all schedules and annexures to it and any variation and replacement of any of them.
"Intellectual Property Right"	Any intellectual property right, including but not limited to: (a) patents, copyright, rights under the Circuit Layout Act 1989 (Cth) (and equivalent rights outside Australia in circuit layouts), registered designs, trademarks and any right to have any information kept confidential; and (b) any licence or other application or right to use, or grant the use of or apply for registration of, any of the rights referred to in paragraph (a).
"Patents"	The patent applications in Schedule 1 including divisional applications or other patents derived from the patent applications.

#### 1.2 Construction

In this Deed, unless the contrary intention appears:

- (a) the singular includes the plural and vice versa;

- (b) a reference to any thing or amount is a reference to the whole and each part of it.

### 1.3 Headings

Headings are for convenience only and do not affect the interpretation of this Deed.

## 2 ASSIGNMENT

- 2.1 Ogilvy hereby assigns to CIPL all his Intellectual Property Rights in the Patents.
- 2.2 Ogilvy undertakes at the expense of CIPL to execute all documents necessary or desirable as requested by CIPL to assign the rights referred to in clause 2.1.
- 2.3 Ogilvy hereby relinquishes all and any claims he may have now or in the future in relation to the Patents.

## 3 WARRANTIES AND INDEMNITIES

- 3.1 Ogilvy warrants to CIPL that:

- (a) so far as he is aware the Intellectual Property Rights assigned pursuant to clause 2.1 do not infringe the Intellectual Property Rights of any third party; and
- all other rights assignment to CIPL,*  
(b) he has not assigned nor dealt with in any way his Intellectual Property Rights in the Patents which would prevent him from assigning these rights to CIPL.
- 3.2 Ogilvy agrees to indemnify and hold harmless CIPL against any and all losses, costs, expenses, demands or liability, whether direct or indirect, arising out of any claim by a third party alleging that his Intellectual Property Rights in the Patents infringe the Intellectual Property Rights of any third party.

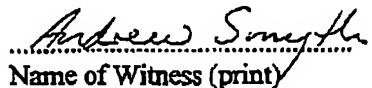
## 4 MISCELLANEOUS

- 4.1 A single or partial exercise or waiver of a right relating to this Deed will not prevent any other exercise of that right or the exercise of any other right. A party will not be liable for any loss, cost or expense of any other party caused or contributed to by the waiver, exercise, attempted exercise, failure to exercise or delay in the exercise of a right.
- 4.2 Each provision of this Deed is severable from the others and no severance of a provision will affect any other provision.
- 4.3 This Deed is governed by the laws of New South Wales and each party agrees that any proceedings arising out of this Deed must be commenced in New South Wales.

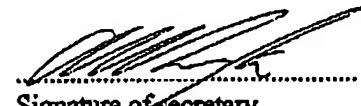
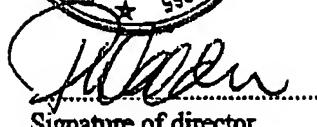
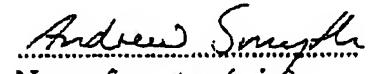
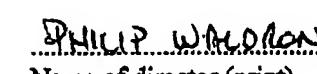
**EXECUTION**

Executed as a DEED.

Signed, sealed and delivered )  
**IAN CHARLES OGILVY** )  
in the presence of )

  
.....  
Ian Charles Ogilvy  
.....  
Signature of Witness  
.....  
Andrew Smyth  
Name of Witness (print)

The common seal of )  
**CARDSOFT INTERNATIONAL** )  
**PTY LIMITED** )  
was affixed to this document )  
in the presence of )

  
.....  
Signature of secretary  
.....  
Signature of director  
.....  
Andrew Smyth  
Name of secretary (print)  
.....  
PHILIP W M DION  
Name of director (print)

**SCHEDULE 1:**  
**ALL PATENT APPLICATIONS IN THE NAME OF**  
**IAN CHARLES OGILVY**

Title	Cardsoft Ref	Our Ref	Application No.	Country	Application Date	Status
A System and Method for the Provision of Information within a Predetermined Locality	Provision of Information	P33286	39116/99	Australia	08/07/99	Response Due to 1st OL 22/01/00.
Improved Apparatus for Remote Payment Transactions	Remote Payment Transactions	P30814	39161/99	Australia	12/07/99	Response Due to 1st OL 22/01/00.
Bankcard or Note with Display	Bankcard or Note with Display	P30811	39160/99	Australia	12/07/99	Response Due to 1st OL 20/01/00.
Remote Control of Microprocessor Device Transactions Processing	Dual Interface	P34516	49349/97	Australian National Phase of PCT/AU97/00777	12/11/97 Exara Due 23/12/99.	Pending
Remote Control of Microprocessor Device Transactions Processing	Dual Interface	FP10984	9911089.2	UK National Phase of PCT/AU97/00777	12/11/97	Pending
Remote Control of Microprocessor Device Transactions Processing	Dual Interface	FP10983	09/297991	US National Phase of PCT/AU97/00777	12/11/97	Pending
Method and Apparatus for Controlling Communication	Cardscript	P35481	66033/98	Australian National Phase of PCT/AU98/00173	16/03/98 Exara due 27/04/2000	

Method and Apparatus for Controlling Communication	Cardscript	FP11419	09/3/81143	US National Phase of PCT/AU98/00173	16/03/98	Pending
Method and Apparatus for Controlling Communication	Cardscript	FP11420	9921568.3	UK National Phase of PCT/AU98/00173	16/03/98	Pending
Improved Computing System and Computing Device	Small Computer Interface	FP11651	AU99/00952	International PCT	02/11/99	Pending
Method and Apparatus For Programming Computing Devices	Post-Initialisation Programming	FP11740	AU99/01010	International PCT	16/11/99	Pending

## PATENT ASSIGNMENT

BETWEEN            **CARDSOFT INTERNATIONAL PTY LTD ACN 075 945 265**  
                      of Level 29, 459 Collins Street, Melbourne, VIC, 30005,  
                      AUSTRALIA  
                      (the "Assignor")

AND                **CARDSOFT, INC.**  
                      of One Waters Park Drive, Suite 104, San Mateo, CA 94403  
                      UNITED STATES OF AMERICA  
                      (the "Assignee")

### RECITALS

- A. The Assignor is registered, or entitled to be registered, as the owner of the pending patent applications identified in the Schedule (collectively, the "Patents").
- B. The Assignor has agreed to assign the Patents to the Assignee.

### ASSIGNMENT

1. The Assignor hereby assigns to the Assignee its entire interest in the Patents, including:
  - (a) its rights, if any, to sue for any infringement of the Patents which took place prior to the date of this Assignment, or which takes place prior to recordal of this Assignment;
  - (b) its rights, if any, to apply for and obtain other patents claiming priority from or otherwise based on the Patents.
2. A party to this Assignment must, upon the request of the other party, do all things reasonably desirable to give effect to clause 1, including by executing further documents.
3. The Assignor acknowledges receipt of good and valuable consideration from the Assignee.
4. This Assignment is effective on the date it is signed for the Assignor.

### COUNTERPARTS

5. This Deed may consist of a number of counterparts and, if so, the counterparts taken together constitute one document.

## SCHEDULE

**1) Communications Device with Card Facility**

WO0180193 (Filing date 17 April 2001)  
AU5016201 (Application date 17 April 2000)

**2) Method and Apparatus for Programming Computing Devices**

WO0029944 (Filing date 16 November 1999)  
AU1535500 (Application date 16 November 1998)

**3) Bankcard or Note with Display**

WO0104832 (Filing date 12 July 2000)  
AU5664900 (Application date 12 July 1999)

**4) Improved Apparatus For Remote Payment Transactions (aka "Dual Interface")**

WO0104851 (Filing date 12 July 2000)  
AU5664900 (Application date 12 November 1997)  
UK (9911089.2) (Application date 12 November 1997)  
US (09/297991) (Application date 12 November 1997)

**5) Improved computing system and computing device**

AU1531400 (Application 2 November 1998)  
WO0026803 (Filing date 2 November 1999)

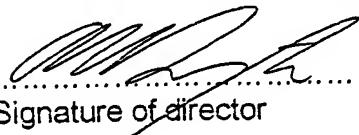
**6) A system and method for the provision of information within a predetermined locality**

AU5664500 (Application date 8 July 1999)  
WO0105094 (Filing date 10 July 2000)

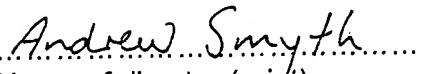
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EXECUTED as a deed

SIGNED for CARDSOFT  
INTERNATIONAL PTY LTD by )

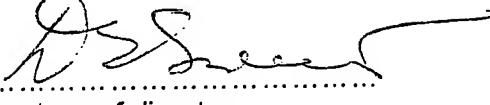
  
.....  
Signature of director

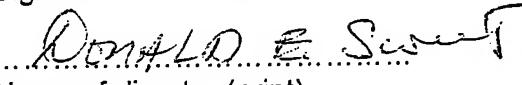
.....  
Signature of 2<sup>nd</sup> director

  
.....  
Andrew Smyth  
Name of director (print) .....  
Name of 2<sup>nd</sup> director

Date: 10 November 2005

SIGNED for Cardsoft, Inc. by )

)  
  
.....  
Signature of director

  
.....  
Donald E. Sweet  
Name of director (print)

Date: 11/29/05